

ENGLISH SPRINGER RESCUE AMERICA, INC. (ESRA)

PRIVACY POLICY

Last updated: October 21, 2016

English Springer Rescue America, Inc. ("us", "we", or "our") operates the www.springerrescue.org website.

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our website.

We will not use or share your information with anyone except as described in this Privacy Policy.

We use your Personal Information for providing and improving the website. By using the website, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible at www.springerrescue.org

Information Collection And Use

While using our website, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to, your email address, name, phone number, postal address ("Personal Information").

We collect this information for the purpose of providing the website, identifying and communicating with you, responding to your requests/inquiries, servicing your purchase orders, and improving our services.

Log Data

We may also collect information that your browser sends whenever you visit our website ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our website that you visit, the time and date of your visit, the time spent on those pages and other statistics. In addition, we may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase our website's functionality. These third party service providers have their own privacy policies addressing how they use such information.

Cookies

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and transferred to your device. We use cookies to collect information in order to improve our services for you. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. The Help feature on most browsers provide information on how to accept cookies, disable cookies or to notify you when receiving a new cookie.

If you do not accept cookies, you may not be able to use some features of our website and we recommend that you leave them turned on.

Do Not Track Disclosure

We support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Website Providers

We may employ third party companies and individuals to facilitate our website, to provide the website on our behalf, to perform website-related services and/or to assist us in analyzing how our website is used.

These third parties have access to your Personal Information only to perform specific tasks on our behalf and are obligated not to disclose or use your information for any other purpose.

Communications

We may use your Personal Information to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

Compliance With Laws

We will disclose your Personal Information where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our website.

Security

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store, in order to protect it from unauthorized access, destruction, use, modification, or disclosure.

However, please be aware that no method of transmission over the internet, or method of electronic storage is 100% secure and we are unable to guarantee the absolute security of the Personal Information we have collected from you.

International Transfer

Your information, including Personal Information, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the information, including Personal Information, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Links To Other Sites

Our website may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Only persons age 18 or older have permission to access our website. Our website does not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you learn that your Children have provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from a children under age 13 without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Privacy Policy

This Privacy Policy is effective as of October 21, 2016 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the website after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

Contact Us

If you have any questions about this Privacy Policy, please contact us at webmaster@springerrescue.org.

ENGLISH SPRINGER RESCUE AMERICA, INC. (ESRA)

Terms and Conditions ("Terms")

Last updated: October 21, 2016

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.springerrescue.org> website (the "website") operated by English Springer Rescue America, Inc. ("us", "we", or "our").

Your access to and use of the website is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the website.

By accessing or using the website you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the website.

Purchases

If you wish to purchase any product or service made available through the website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the website. We may experience delays in updating information on the website and in our advertising on other web sites. The information found on the website may contain errors or inaccuracies and may not be complete or current. Products or services may be

mispriced, described inaccurately, or unavailable on the website and we cannot guarantee the accuracy or completeness of any information found on the website. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the website may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the website.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our website or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the website infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to webmaster@springerrescue.org, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the website on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the website where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at webmaster@springerrescue.org

Intellectual Property

The website and its original content, features and functionality are and will remain the exclusive property of English Springer Rescue America, Inc. and its licensors. The website is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of English Springer Rescue America, Inc.

Links To Other Web Sites

Our website may contain links to third party web sites or services that are not owned or controlled by English Springer Rescue America, Inc.

English Springer Rescue America, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites or services.

You acknowledge and agree that English Springer Rescue America, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Indemnification

You agree to defend, indemnify and hold harmless English Springer Rescue America, Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the website, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall English Springer Rescue America, Inc. , nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the website; (ii) any conduct or content of any third party on the website; (iii) any content obtained from the website; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the website is at your sole risk. The website is provided on an "AS IS" and "AS AVAILABLE" basis. The website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

English Springer Rescue America, Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the website will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the website is free of viruses or other harmful components; or d) the results of using the website will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Georgia, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our website, and supersede and replace any prior agreements we might have had between us regarding the website.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the website.

Contact Us

If you have any questions about these Terms, please contact us at webmaster@springerrescue.org.